

### **AGREEMENT TO SELL**

This Agreement to sell is executed on this the \_\_\_\_ Day of \_\_\_\_\_, 2024 (\_\_.\_\_.2024) at Bangalore.

### **BY AND BETWEEN**

**PURAVANKARA LIMITED,** (CIN: **L 45200 KA 1986 PLC 051571**; PAN: **AAACP 2550 R**) , a public company incorporated under the Companies Act, 1956 and any statutory amendments thereto; having its registered office at #130/1 Ulsoor Road, Bangalore - 560042, represented by its signatory **Mr. V H S Sastry / Ms. Nitu Jain**, duly authorized by board resolution dated 07.06. 2023, hereinafter referred to as "**Promoter**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns) of the One Part.

**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

**AUTHORISED SIGNATORY**

**IN FAVOUR OF**

**Mr.Kundan Kumar Singh Aged about 36 years, S/o. Mr. Om Prakash Singh ,** (PAN: **BUHPS5810E**) (AADHAR No. **5344 3823 2405**), Residing at **B1-054, DLF Westend Heights, Akshyanagar, Begur, , Bangalore Jharkhand 560068**, hereinafter called and referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, receivers, attorneys, administrators, successors-in-interest and assignees) of the OTHER PART;

"Party" and "Parties" shall mean the Promoter and Purchaser referred to individually or collectively, as the context requires.

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires:

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) "**Association**" or "**Association of Owners**" or "**Owners Association**" all mean the same, being the association of owners of Apartments, formed in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972, and the Karnataka Apartment Ownership Rules, 1974 and any amendments thereto from time to time.
- c) "**Authority**" or " **Authorities**" means the local authority or any other authority created or established, under any law for the time being in force, by the Government that exercises jurisdiction over the land, and is vested with the power to grant permission for the development of the Project Land; and includes any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, including but not limited to the Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore International Airport Area Planning Authority (BIAAPA), or other local planning authority or other competent authority having jurisdiction over the layout land.
- d) "**Booking Amount**" means the total of all sums paid by the Purchaser prior to, and simultaneous with the execution of this Agreement, not exceeding 10% of the Sale Consideration of the Apartment, plus applicable Taxes.
- e) "**Deed of Declaration**" means the deed of declaration executed by the Promoter to submit this Phase of the Project under the provision of the Karnataka Apartment Ownership Act, 1972 and rules thereunder.

**FOR PURAVANKARA LIMITED**

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- f) "**Force Majeure**" means occurrences of wars, floods, drought, fires, epidemics, pandemics, cyclones, earthquakes or any other calamity caused by nature or events of an unforeseeable nature that disrupt, are capable of disrupting, or adversely affecting Development in the normal course.
- g) "**Interest**" means the rate of interest payable under this Agreement by Promoter or Purchaser as the case may be, which is to be calculated at the rate of 2% over and above the then prevailing highest State Bank of India Marginal Cost Lending Rate (MCLR).
- h) "**Possession Intimation**" means the written notification sent by Promoter to Purchaser informing Purchaser that Purchaser's Apartment is ready for possession and may also contain details of balance amounts due and payable by Purchaser to Promoter, interest due on delayed payments if any, Deposits and Charges payable, amongst other details.
- i) "**Taxes**" shall mean all applicable amounts payable to or levied on account of taxes, charges, tolls, tariffs, assessments, duties, levies, cesses, surcharges, impositions, fees or other amounts payable to any Authority including but not limited to central goods and services tax, state goods and services tax, integrated goods and services tax, other indirect taxes thereon, whether payable now or as may become payable in the future, under this Agreement and in relation to the transaction of sale and purchase of the Apartment.

## WHEREAS

- A. Promoter is the absolute owner of all that piece and parcel of converted lands being Portion of Survey No. 19 measuring approximately 17.325 Acres (17 Acres 13 Guntas) situated at Mallasandra Village, Uttarahalli Hobli, Off Kanakapura Road, Bangalore South Taluk, more fully described in **Part A of Schedule - A** (collectively referred to as the "**Larger Extent**") having acquired the same in the following manner:
  - i. Deed of Sale dated 16.03.2005 registered as Document No. 46384/2004-05 in the Office of the Sub-Registrar, Kengeri, Bangalore executed by H.M. Ramadas conveying 13 Acres 33.75 Guntas comprised of Sy. No.19 of Mallasandra Village, Uttarahalli Hobli, Bangalore South Taluk.
  - ii. Deed of Sale dated 03.01.2006 registered as Document No. 20252/2005-06 in the Office of the Sub-Registrar, Kengeri, Bangalore executed by H.M. Ramadas conveying 1 Acres 39.25 Guntas comprised of Sy. No.19 of Mallasandra Village, Uttarahalli Hobli, Bangalore South Taluk.
  - iii. Deed of Sale dated 12.07.2006 registered as Document No. 13185/2006-07 in the Office of the Sub-Registrar, Kengeri, Bangalore executed by H.M.

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## FOR PURAVANKARA LIMITED

Promoter

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Ramadas conveying 1 Acres 20 Guntas comprised of Sy. No.19 of Mallasandra Village, Uttarahalli Hobli, Bangalore South Taluk;

- B. The Larger Extent, originally being for agricultural use, has been converted from agricultural to non-agricultural residential purpose by way of multiple conversion orders issued by the jurisdictional Authority for this purpose.
- C. With the intention of developing a multi-storied residential complex named "Purva Highlands", the Promoter has applied for and obtained sanction from the Bangalore Mysore Infrastructure Corridor Planning Authority vide approval no. BMICPA:23:APARTMENT:110:2006/07 dated 18.08.2006 (the "**Sanctioned Plan**"); and was subsequently issued a commencement certificate bearing no. BMICPA:23:APARTMENT:110:2006/07 dated 18.08.2006 permitting Promoter to commence construction and development. The Promoter has completed construction on a portion of the larger extent consisting of 13 Blocks with upper and lower basements, ground and 20 upper floors (except blocks L, M and N without basements i.e., ground and 20 upper floors), common compound, entrances, lobbies, staircases, lifts and passages with rights in the common areas. (Hereinafter referred to as "**Completed Portion**"). The Larger Extent including the Completed Portion has been submitted to the provisions of The Karnataka Apartment Ownership Act, 1972 vide Deed of Declaration dated 23.01.2012 registered as document number 9349/11-12 in the Office of the Sub-Registrar of Jayanagara (J.P.Nagara).
- D. The Promoter proposes to construct a group housing residential complex on the remaining portion of the Larger Extent (hereinafter referred to as the "**Larger Project Land**") consisting of four Wings namely A, B, C, and D along with common areas, facilities and amenities appurtenant thereto and has named the development on the Larger Project Land as "**Purva Park Hill**" (hereinafter referred to as "**the Sanctioned Project**"). Provided however that Purva Park Hill shall be considered a part of Purva Highlands and Purchasers of units in Purva Park Hill shall together with other purchasers of units in Purva Highlands hold proportionate undivided interest in the Larger Extent.
- E. Promoter proposes to develop and construct Wing-B (hereinafter referred to as "This Wing/Wing/This Phase/Project") of Purva Park Hill on a portion of the Larger Project Land admeasuring 1762 Sq. Meters, which portion of land is demarcated and shown in **Part B of Schedule - A** (the "**Project Land**") attached to this Agreement. The promoter proposes to carry out the construction by utilizing the FAR corresponding to this wing.
- F. Promoter has registered this Wing under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka (the "**Regulatory Authority**"), and the Regulatory Authority has granted registration No. **RERA**

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**No. PRM/KA/RERA/1251/310/PR/220601/004947** to this Wing, details of which can be seen on <https://rera.karnataka.gov.in>

- G. **Pursuant to the Purchaser's application dated 30/09/2023**, Promoter has allotted an Apartment bearing No.**PH-C-2002** in **20th** floor of **C** block / tower/ wing/ building ( for brevity referred to as "**Building**"), having carpet area admeasuring approximately **97.62 Sq. Meters (1050.782 Sq. Feet)**, along with exclusive balcony measuring **14.92 Sq. Meters (160.599 Sq. Feet)** and having a super built up area of **162.23 Sq. Meters (1746.19 Sq. Feet)** which is inclusive of proportionate share in the common area and **ONE Covered** car parking space with an exclusive right to use **0.0 Sq. Meters (0.0 Sq. Feet)** of [garden / terrace] more fully described in Part A of the Schedule B herein. The corresponding undivided interest of **0.2%** in the Larger Extent which is equivalent to **40.66 Sq. Meters (437.66 Sq. Feet)** of undivided share in the Larger Extent is more fully described in Part B of the Schedule B herein. Part A and Part B of the Schedule B is hereinafter referred to as the "**Purchaser's Apartment**". The spot identification of the car park will be determined by the Promoter, at its discretion, after finalization of parking layout.
- H. Purchaser has/have requested, and Promoter has given the Purchaser digitized copies of all title documents, conversion orders, No-Objection Certificates, Approvals, consents, registrations, permissions, building plans, floor plans, specifications, and sanctioned plan, Title Opinion for verification of title and power of the Promoter to construct and sell the Purchaser's Apartment.
- I. Prior to execution of this Agreement, Purchaser has obtained independent legal advice with respect to this Agreement, the transaction contemplated herein, and rights and liabilities of the Parties with respect to the Purchaser's Apartment and is/are satisfied that - (i) the Promoter's title to the Larger Extent is valid, clear, and marketable; (ii) all necessary approvals, licenses, and consents have been obtained; and (iii) the Promoter is fully entitled to develop and construct the Sanctioned Project in accordance with the Sanctioned Plan. Purchaser confirms and undertakes that he/she/they/it has/have verified and ascertained his/her/their/its financial standing and capability to consummate the transaction under this Agreement, and make all payments required without delay, demur, or default.
- J. Promoter is fully competent to enter into this Agreement and all legal formalities, with respect to the right, title and interest of Promoter regarding the Larger Extent on which this Sanctioned Project is to be constructed, have been completed.
- K. Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed

**FOR PURAVANKARA LIMITED**

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Promoter

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herein.

- L. Promoter has made the following Disclosures with respect to the Sanctioned Project and Sanctioned Plan:
- (i) Promoter shall have an unobstructed right without hindrance, to progress the construction of the remaining phases of the Sanctioned Project and shall be entitled to free and uninterrupted access, at any point of time, in any part of the Larger Extent including this Phase of the Sanctioned Project and all other phases of the Sanctioned Project.
  - (ii) Promoter will be developing this Phase of the Project and also constructing and completing other Towers and Buildings of the Sanctioned Project in a phased manner. Purchaser has further assured and agreed that he/she/it/they shall have no objection to the Promoter completing the other towers/buildings and other phases of the Sanctioned Project even if Purchaser has taken possession of Purchaser's Apartment.
  - (iii) The Purchaser's Apartment, Common Areas of the Phase/Sanctioned Project, Common Amenities and Facilities of the Phase/Sanctioned Project shall be used strictly in terms of the rules and regulations formulated by the Promoter and/or the respective Association(s) of Owners.
  - (iv) The benefit, and enjoyment of all balance unutilised FAR , if any shall at all times vest exclusively with the Promoters, which the Promoters are entitled but not required to utilize at their discretion as per the provisions of this Act.
  - (v) Purchaser agrees and acknowledges that Common Amenities and Facilities of this Phase and/or the Sanctioned Project will be completed no later than the Possession Date.
- M. Pursuant to Section 13 of the Act, Promoter is required to execute and register a written agreement to sell an Apartment to the Purchaser, i.e., this Agreement to sell and purchase the Purchaser's Apartment.
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter.
- O. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between Parties, the Promoter hereby agrees to sell, and the Purchaser hereby agrees to purchase the Purchaser's Apartment on the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

## **1. TERMS:**

### **1.1 Agreement for Purchase and Sell**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Purchaser's Apartment as specified in Recital G.

### **1.2 Total Price**

The Total Price of the Purchaser's Apartment is INR **54,07,515.00/- (Indian Rupees Fiftyfour Lakh Seven Thousand Five Hundred And Fifteen Only)**, hereinafter referred to as Total Price.

54,07,515.00

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<b>Sl. No</b>	<b>PARTICULARS</b>	<b>DETAILS</b>
1.	Apartment Number	<b>PH-C-2002</b>
2.	Block /Building/Tower Number	<b>C</b>
3.	Floor	<b>20th</b>
4.	Type	<b>3BHK</b>
5.	Carpet Area	<b>97.62 Sq.Mtr</b>
6.	Super Built-up Area	<b>162.23 Sq.Mtr</b> <b>162.23</b>
7.	Exclusive Terrace Area	<b>0.0 Sq. Mtr</b>
8.	Exclusive Garden Area	<b>0.0 Sq. Mtr</b>
9.	No. of car parking slot(s)	<b>ONE Covered</b>

Sl No.	Particulars	Amount
1.	Rate of Apartment per Square Feet x Super Built up area of Apartment	<b>INR 6290.02 Sq. ft. x 1746.19 Sq. Ft. = INR 0.00</b>
2.		Rate of Car Park Space (Covered Only)
3.	Rate of Exclusive Terrace if any	<b>INR 0.0</b>
4.	Rate of Exclusive Garden if any	<b>INR 0.0</b>
5.	Floor Raise Charges	<b>INR 698476.0</b>
6.	Premium Charges	<b>INR 0.0</b>
7.	Clubhouse Charges	<b>INR 225000.0</b>
8.	Sale Consideration of the Apartment (1+2+3+4+5+6+7)	<b>INR 49,98,300.00</b>
9.	Applicable GST for Sale Consideration of the Apartment	<b>INR 615352.3</b>
10.		Advance Maintenance Charges + GST
11.		Infrastructure Charges + GST
12.	Deposits / Cost/ Charges towards BESCOM Connections + GST	<b>To be paid at actuals at the time of possession</b>
13.	Deposits/ Cost/ Charges towards water & sewage + GST	<b>To be paid at actuals at the time of possession</b>
14.		Legal Charges + GST
<b>Total Price (8 +9+10+11+12+13+14)</b>		<b>INR 54,07,515.00</b>

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Promoter

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**Explanation:**

- (i) The Total Price above includes the Booking Amount paid by the Purchaser to the Promoter towards the Purchaser's Apartment
  - (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Purchaser. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the promoter shall be increased/reduced based on such change / modification. Provided further that if there is any increase in the taxes or other charges payable to competent Authorities after the expiry of the scheduled date of Completion of the project, the same shall not be charged from the Purchaser;
  - (iii) The Total Price of Purchaser's Apartment includes recovery of price of land, construction of Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges per clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Purchaser's Apartment and the Project.
  - (iv) Tax Deduction at Source ("**TDS**") at the applicable rate on Sale Consideration of the Apartment shall be paid by Purchaser as per the provision of section 194 IA of the Income Tax Act, 1961. Purchaser shall issue a certificate of deduction of tax in Form 16B to Promoter within 10 (ten) days of receiving/generating the said form. It is clarified that liability and responsibility for payment of TDS in accordance with Applicable Law shall at all times be solely that of Purchaser.
- 1.3 The Total Price is escalation-free. Provided however, the Purchaser agrees to pay any increase on account of development charges payable to any Authority or any Taxes levied or imposed by an Authority from time to time. Promoter agree to provide a link/reference to the notification/rule/order for effecting an increase in development charges and/or cost/charges imposed by an Authority along with the demand letter issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, the same shall not be charged from the Purchaser. The Total Price is negotiated between Purchaser and Promoter and mutually agreed upon. Consequently, the Purchaser shall have no right to renegotiate or claim a refund of the Total Price in comparison with the other purchasers of Apartments in the Project for any reason whatsoever.

- 1.4 Prior to execution of this Agreement, Purchaser has made part payment of the Sale Consideration of the Apartment to the Promoter as Booking Amount, the payment and receipt of which the Promoter hereby acknowledges.
- 1.5 Purchaser agrees to pay the balance of the Sale Consideration of the Apartment without any delay or default, strictly complying with the Payment Plan as provided in Schedule C.
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Promoter.

### 1.7 Account Details

All payments made by Purchaser towards Total Price shall be made to the bank account designated by Promoters ("**Designated Account**"), the details of which are provided below:

Account Name	Puravankara Limited - Purva Park Hill Wing B Collection Account
Account Number	45505398363
Name of the Bank	Standard Chartered Bank
Address	'Serenity', Ground floor, #112, Koramangala Industrial Area, 5th Block, Koramangala, Bangalore-560 095
IFSC Code	SCBL0036073
Swift Code	SCBLINBBXXX
Branch Name	Koramangala

### 1.8 Single indivisible unit

The Promoter and the Purchaser agree that the Purchaser's Apartment along with **ONE Covered** (number) (garage/covered /stilt/ open) parking shall be treated as a single indivisible unit for all purposes.

### 1.9 Undivided Proportionate Share in Common Areas

The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act.

**1.10 Payment of Outgoings by the Promoter**

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or 11 other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11** The Promoter shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and on obtaining occupancy certificate from the competent authority, by furnishing details of such changes, wherever applicable. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Purchaser within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Purchaser's Apartment, the Promoter may demand the same from the Purchaser at the next milestone provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause above.

**2. MODE OF PAYMENT :**

- 2.1 All payments shall be made by Purchaser, without delay, demur or default, in accordance with the Payment Plan, to the Designated Account within 10 (ten) days of receiving a written demand from the Promoter.
- 2.2 In cases of out station cheque or demand draft or wire transfer, collection charges if any will be debited to Purchaser's account and credit for payment made will be given on net credit of the amount of the instalment. If a cheque is dishonoured for any reason, a sum of ₹ 2000 (Rupees Two Thousand Only) will be debited to the Purchaser's account for the first instance; and a sum of ₹ 2500 (Rupees Two Thousand Five Hundred Only) for every subsequent instance of a cheque being dishonoured. If 2 (two) or more cheques are dishonoured, whether in succession or otherwise, Promoter is entitled to reject

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further and future payments by cheque and require Purchaser to make payment by Demand Draft, NEFT, or RTGS only.

### **3. COMPLIANCE WITH LAWS RELATING TO REMITTANCE :**

- 3.1 The Purchaser, residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser further agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only

### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser against the Purchaser's Apartment, if any, in his/her name and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

### **5. TIME IS ESSENCE:**

- 5.1 The Promoter shall abide by the time schedule for completing the Project as

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disclosed at the time of registration of the Project with the Authority and towards handing over the Purchaser's Apartment and the common areas to the Association or competent authority, as the case may be.

- 5.2 Time being the essence for Purchaser as well, the Purchaser undertakes to pay all amounts due and payable to the Promoter, in accordance with the terms of this Agreement thereby enabling the Promoter to complete the Sanctioned Project in a timely manner.

## **6. CONSTRUCTION OF THE PURCHASER'S APARTMENT / THIS WING OF THE PROJECT:**

- 6.1 The Purchaser has seen the proposed layout plan, specifications, amenities and facilities being provided in the Purchaser's Apartment and the Sanctioned Project and has accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. Promoter shall construct this Phase of the Project on the Project Land in accordance with the Sanctioned Plan, floor plans and Specifications as provided in **Annexure 4** of this Agreement. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority.
- 6.2 Promoter is not liable, required and/or obligated to provide any specifications, fixtures, or fittings other than those listed in the Specifications.
- 6.3 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and amenities described herein at **Annexure 4** (which shall be in conformity with the advertisement, prospectus etc.,) in respect of the Purchaser's Apartment, without the previous written consent of the Purchaser as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required or permitted by any authority in accordance with applicable law, or such changes or alterations necessitated on account of change in law.
- 6.4 Purchaser further acknowledge(s) and confirm(s) that excluding the development plan for the Building in which the Purchaser's Apartment is located, the Promoters may, at any time, vary/modify the development plan, building plan and development plan for any of the other phase/phases in the Sanctioned Project in such manner as Promoter may deem fit, subject to receiving necessary approvals, consents as per the Act, licenses and sanctions from relevant Authorities and without affecting the carpet area / super built up area or the UDI/UDS allocated to the Purchaser's Apartment.

- 6.5 Purchaser acknowledges, confirms and agrees that, in the course of development of other phases of the Sanctioned Project, the Promoter will be using/accessing/utilizing all or some part of the Common Areas of this Phase of the Project, in order to develop, construct and complete other Phases and the Sanctioned Project as a whole.
- 6.6 Purchaser further agrees, undertakes and acknowledges that the scope and extent of this Agreement is limited to this Phase of the Project and Purchaser's Apartment. Consequently, Purchaser shall not demand or require Promoter to commence or complete any work in relation to development activity on the Larger Extent and agrees not to make any claims in this regard or seek enforcement of any rights in this regard.

## **7. CONVEYANCE AND POSSESSION OF THE PURCHASER'S APARTMENT:**

- 7.1 Subject to Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, Promoter shall complete Development of this Phase of the Project on or before 31<sup>st</sup> December, 2025 plus 6 months' grace period ("**Completion Date**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Purchaser's Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the date of booking within 60 days from the date of such termination. The Promoter shall provide 30 days prior intimation to the Purchaser before such termination. On refund of the amounts paid by the Purchaser, the Purchaser shall not have any rights, title, claims, demands etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Purchaser shall simultaneously with the refund of amounts execute necessary cancellation agreements or such other documents as may be required by the Promoter to cancel this Agreement.

### **7.2 Conveyance, Procedure for taking possession of the Purchaser's Apartment**

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Purchaser's Apartment in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/ possession intimation by executing necessary conveyance deed. Provided that, in the absence of local law, the conveyance

deed in favour of the Purchaser shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate/possession intimation. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. It shall be the responsibility of the Promoter on completion and sale of all units in the Sanctioned Project to hand over the necessary title documents, plans, approvals, warranties including the possession of common areas, to the Association or the competent authority, as the case may be, as per the local laws.

### 7.3 Failure to take possession

In the event Purchaser fails to take conveyance within 60 (sixty) days from the date of Occupancy Certificate /Possession Intimation by executing necessary undertaking, indemnities and such other documents as may be prescribed in this Agreement/ Promoter, Purchaser shall be deemed to have breached Purchaser's duties under this Agreement and consequently Clause 9.4 shall apply, without prejudice to any other rights or remedies available to the Promoters under Applicable Law and/or this Agreement. However, if Promoter does not terminate this Agreement, the Purchaser shall pay all applicable Taxes, Other Charges, charges for electricity, property taxes, municipal taxes and levies, maintenance charges, and Interest on all outstanding amounts under this Agreement or under Applicable Law, from the date of Possession Intimation till the date Purchaser takes registration of the Deed of Sale. Further the Purchaser shall also be liable to pay demurrage charges to the Promoter at the rate of INR 1000/- (Indian National Rupees One thousand only) per day from the expiry of time provided for taking possession till such time the Purchaser actually takes possession of the Purchaser's Apartment.

### 7.4 Compensation

The Promoter shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

## 8. REPRESENTATIONS AND WARRANTIES:

Promoter acknowledges that Purchaser has entered into this Agreement and has agreed to purchase the Purchaser's Apartment from Promoter, taking into consideration the Disclosures made by Promoter and based on the representations and warranties set out below (the "**Promoters Warranties**"):

- (a) Promoter is the owner of the Larger Extent, and except for the encumbrances and litigations disclosed, no Person other than the Promoter has any right (legal



or beneficial), claim, interest or demand in any manner whatsoever to or in respect of Larger Extent;

- (b) The Larger Extent is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title, and claim over the Larger Extent.
- (c) Promoter has the power to enter into and perform this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the purchaser may prejudicially be affected. Upon execution, this Agreement would constitute legal, valid and binding obligations on the Parties and at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Purchaser's Apartment to Purchaser;
- (d) Promoter has the absolute and unconditional right to sell, transfer or otherwise alienate the Purchaser's Apartment to the Purchaser;
- (e) Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any Person with respect to the Project Land which will, in any manner, affect the rights of Purchaser under this Agreement;
- (f) To the knowledge of Promoter, the Larger Extent is not the subject matter of any acquisition, proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Purchaser's Apartment ;
- (g) On the date of execution of this Agreement, there is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Purchaser's Apartment in the manner herein contemplated;
- (h) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Larger Extent;
- (i) Promoter agrees to do and execute or cause to be executed all acts, deeds and things, as may be asked for/required by Purchaser and, at the cost of Purchaser for more fully and perfectly assuring title of the Purchaser to the Purchaser's Apartment;
- (j) The Promoter has assured the Purchasers that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act , 1972 (Karnataka Act 17 of 1973) and The Karnataka Ownership Flats

**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

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(Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time;

- (k) The Promoter shall comply with the rights and obligations in the Agreement and under the Act.

8.2 Purchaser further states and acknowledges the following: (the “**Purchaser’s Warranties**”)

- (a) The Purchasers hereby agrees that they shall not seek for or request for any modifications or alterations to their respective Apartments. The Promoter is not obligated to make any other changes other than the specifications agreed to be provided under this Agreement.
- (b) The Purchasers shall not carry out any modifications or alterations to their respective Apartments.
- (c) Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on Purchasers.

That Purchaser(s) has been furnished with all the details pertaining to the Disclosures made by Promoter and after understanding the same, Purchaser(s) has/have entered into this Agreement;

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the following shall be considered under a condition of Default:

- (a) Promoter fails to provide ready to move in possession of the Purchaser’s Apartment to the Purchaser within the time period above or fails to complete this Project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this clause, ‘**ready to move in possession**’ shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (b) Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of their registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Purchaser is entitled to the following:

- (a) The Purchaser shall stop making further payments to Promoter if demanded by the Promoter. In the event the Purchaser stops making such payments, the Promoter shall rectify the situation by completing the construction milestones and only thereafter the Purchaser shall be required to make next payment without any interest
- (b) Continue with this Agreement by providing a written intimation, in which event Promoter agrees, to pay Interest on the Sale Consideration of the Apartment paid till then by the Purchaser. Interest shall be payable for every month of delay or part thereof, from the Completion Date, till the date of possession intimation, provided Purchaser has not deliberately delayed or refused to take conveyance.

Or

- (c) Terminate this Agreement with 30 (thirty) days prior written notice to Promoter, upon the expiry of which this Agreement shall stand automatically terminated, relieving Parties of their respective liabilities and obligations under this Agreement and rendering null and void all rights of the Purchaser under this Agreement, except for such obligations that explicitly survive termination of this Agreement. Upon termination, Promoter shall, within 60 (sixty) days from the effective date of termination, refund to Purchaser the Sale Consideration of the Apartment received till that date, together with Interest simultaneously with the Purchaser executing /registering necessary cancellation agreement / documents as may be required by the Promoter. On refunding the amounts, Promoter will be entitled to deal with Purchasers' Apartment in any manner of its choosing without any reference to the Purchaser, or any objection or obstruction by Purchaser, whether or not the cancellation agreement / document has been executed.
- (d) Purchaser further agrees and undertakes that upon termination of this Agreement as specified in Clause 9.1(a) and (b), Purchaser shall sign or execute all necessary documents as may be specified by the Promoter, including irrevocable special powers of attorney or other forms of authorization enabling Promoter to obtain cancellation of this Agreement before the relevant jurisdictional Authority.

### 9.3 ***Default by Purchaser***

- a) Without prejudice to Promoter's right to charge Interest on payments delayed by Purchaser, in the event Purchaser fails to pay any one or more payments due and payable to Promoter under this Agreement, Promoter will issue the first notice in writing to Purchaser, by RPAD , or courier with proof of receipt to the

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**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

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last known address provided by Purchaser, and by email at the email address provided by Purchaser, notifying him/her/them/it of the default and allow Purchaser 15 (fifteen) days prior notice to remedy the said default in full and without deductions.

- b) If Purchaser fails to remedy the default pursuant to the first notice, Promoter will issue a final notice to Purchaser requiring to remedy the default within 15 (fifteen) days, in full and without deductions, failing which, Promoter shall be entitled, but not required, to terminate this Agreement with immediate effect without any further reference or notice to the Purchaser.
- c) In continuation of Purchaser's statutory obligations under the Act, Purchaser shall be liable to pay Interest on all delayed payments which become due and payable by the Purchaser to the Promoters under the terms of this Agreement. Notwithstanding anything, any payments made by the Purchaser (s) to the Promoter would be first appropriated towards the payment of interest due if any and the residual amounts will be adjusted against payments due, and the Purchaser (s) will be liable to make good any deficit towards payments due.

#### 9.4 ***Consequences of Default by Purchaser***

- a) Upon termination of this Agreement by the Promoter as set out in Clause 9.3 above or pursuant to termination under Clause 9.5 below, Promoter shall refund to Purchaser amounts paid towards Sale Consideration of the Apartment, after deducting the Booking Amount plus applicable taxes as liquidated damages, within a period of 60 (Sixty) working days from the date of the termination and simultaneously executing the necessary cancellation Agreement as demanded by the Promoter. Further Promoter shall not be liable to refund the taxes paid to the Government. Purchaser also agrees that deduction of the amounts stated in this clause is a legitimate and genuine estimate of the loss likely to be suffered by Promoter as a result of Purchaser's default.
- b) Notwithstanding anything stated herein, Promoter shall not be required to pay or refund any amount on this account unless and until Purchaser executes all necessary documents evidencing cancellation of this Agreement, including registration of the cancellation agreements if necessary. All costs and expenses associated with and incurred by Promoter in obtaining cancellation of this Agreement shall be borne solely by Purchaser, which amounts shall be set-off and deducted from the final amount to be refunded to the Purchaser.

#### 9.5 ***Termination for Convenience***

- a) If Purchaser desires to terminate this Agreement for no cause, Purchaser shall request the Promoter to terminate this Agreement, which request shall be in

writing. Parties agree that a request for termination shall not automatically terminate this Agreement.

- b) Upon receiving a request for termination, the Promoter may accept such notice provided Purchaser has handed over originals of this Agreement and all related documents within 7 (seven) days from the issuance of the termination request and has executed the cancellation agreement in the format required by Promoter and present himself/herself/itself/themselves for registration of the cancellation agreement, if required. On these conditions being complied with to the satisfaction of Promoter, the Agreement shall stand cancelled and terminated and Promoter shall refund the amounts paid by the Purchaser after deducting the Booking Amount plus applicable taxes as liquidated damages, within a period of 60 (Sixty) working days from the date of the termination and simultaneously executing the necessary cancellation Agreement as demanded by the Promoter. Promoter shall not be liable to pay Interest on the said refund amount.
- c) Promoter will be entitled to deal with the Purchaser's Apartment in any manner whatsoever, without any reference to Purchaser, notwithstanding Purchaser not having executed the cancellation agreement and or registering the same in case this Agreement is registered.

## **10. ASSIGNMENT & TRANSFER:**

- 10.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable or assignable to any other third Person except with the prior written permission of the Promoter.
- 10.2 Any permitted assignment shall be, be done only by way of written agreement between the Promoter, the Purchaser herein and the new purchaser, who shall undertake to be bound by the terms of this Agreement. If Promoter permits assignment, either Purchaser or the new purchaser/assignee shall pay a transfer fee of 2% (two percent) of the Sale Consideration or the assignment value, whichever is higher plus applicable taxes as a condition precedent to grant permission by Promoter. If the transfer or assignment is being made in favour of any of the family members of the Purchaser, as defined under Karnataka Stamp Act, 1957 the Promoter shall not charge any transfer fee.

## **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Sanctioned Project till the taking over of the maintenance by the Association. The cost of such maintenance has been included in the Total Price of the Purchaser's Apartment. Such taking over of maintenance of the Sanctioned Project by the Association shall be after the Promoter sells all the

units in the Sanctioned Project.

11.2 Notwithstanding anything contained herein and in order to ensure maintenance, operation and management of Common Areas of this Phase, Promoter or the agency appointed by the Promoter will be the exclusive maintenance service provider for maintenance of the Common Areas of this Phase and the Common Amenities and Facilities of this Phase. Purchaser is liable to pay the amounts charged by Promoter for the maintenance services provided, without delay or demur. The Purchaser shall not make arrangements with any outside agency for the maintenance of the Common Areas of this Phase and the Amenities until the Association takes over the maintenance of the Sanctioned Project.

11.3 After management of the Common Amenities and Facilities of the Sanctioned Project is handed over to the Owners Association, Purchaser along with the other owners shall ensure periodic inspections and upkeep of the Common Amenities and Facilities and shall not hold the Promoter liable for the same. Promoter shall not be liable to the Purchaser or the Owners Association for any consequences arising from the Purchaser or Association's failure to properly use, operate, maintain, and manage the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

#### 11.4 Association of Owners

The entire Sanctioned Project shall have single Association. The Promoter shall include the other phases and This Phase of the Project by executing necessary Supplemental Deed of Declaration /Apex deed of Declaration

### 12. DEFECT LIABILITY:

12.1 It is agreed that in case of structural defect or any other defect in workmanship quality or provisions of services as agreed in the Agreement to Sell is brought to the notice of the Promoter within a period of 5 years from the date of Possession Intimation, it shall be the duty of the Promoter to rectify such defects without imposing any further charges to the Purchaser.

12.2 Notwithstanding anything contained in the above clause the following exclusions are made for the Defect Liability:

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment, etc.) which carry manufacturer's guarantees for a limited period. The said warranties shall be handed over to the Association. On expiry of such warranties, it shall be the responsibility of the Association to take annual maintenance contract with the suppliers.

- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear. Any modification with respect to plumbing and electricity done without permission from the Promoter. Any deformations including expansion quotient. The terms of work like painting etc., which are subject to wear and tear.

12.3 Provided always the Promoter shall not be responsible for Defect Liability, if any structural defect or damage is found to have been caused due to:

- (a) any act of omission or commission of the Purchaser or any other purchasers of Apartments in this Phase or the Sanctioned Project, or due to the negligence of the Purchaser or any other purchasers of Apartments in this Phase or the Sanctioned Project or his/her/their/its agents, or
- (b) structural defects caused or attributable to the Purchaser or Association, including but not limited to carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load.

### **13. RIGHT RESERVED TO PROMOTER IN RELATION TO DEVELOPMENT OF THE SANCTIONED PROJECT**

Notwithstanding anything contained in this Agreement, the Promoter shall have an irrevocable and perpetual licence to all air rights and branding rights upon the Sanctioned Project. Promoter shall also have the irrevocable and perpetual right to designate and brand the Sanctioned Project as a "Puravankara" project, or a "Provident" project, or a "Purva Land" project as applicable. The Promoters or their nominees or assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within and/or on top of each/every block of Sanctioned Project, or at any location on the Project Land.

### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter /maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Purchaser's Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise,

**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

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with a view to set right any defect.

## **15. USAGE:**

- (i) The basement(s) and service areas, if any, as located within the Project/ Sanctioned Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per Sanctioned Plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.
- (ii) The Purchaser(s) will use the Purchaser(s) Parking for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Purchaser's Apartment and for no other purpose whatsoever. Purchaser(s) shall not park or attempt to park any more motor vehicles in the Purchaser(s) Parking than is permitted by the Promoters/Owner's Association and Applicable Law.
- (iii) The Purchaser(s) will not bring into the Purchaser(s) Parking at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle and shall not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other owners/tenants of Apartments.
- (iv) The Purchaser(s) will not bring into or on the Purchaser(s) Parking or allow to remain any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser(s) Parking.
- (v) The Purchaser(s) shall permit staff/personnel managing the Parking Spaces in the Project, to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the explicit understanding that they have no duty to do so.

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE PURCHASER'S APARTMENT:**

- 16.1 Subject to Para 11 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Purchaser's Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Purchaser's Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in

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**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

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violation of any laws or rules of any authority or change or alter or make additions to the Purchaser's Apartment and keep the Purchaser's Apartment, its 19 walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 16.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Purchaser's Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Purchaser's Apartment.
- 16.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4. Purchaser shall execute Form - B as provided in the Karnataka Apartment Ownership Act, 1976 simultaneous with the Deed of Sale to become a member of the Owners Association.
- 16.5 Purchaser shall be solely and exclusively liable for the payment of all statutory payments which have not been demanded presently but become payable after handing over the Purchaser's Apartment to Purchaser. Statutory payments levied by competent authorities under the law, in respect of any services which the Promoters render to the Purchaser pursuant to this Agreement, shall be borne by the Purchaser and the Purchaser will indemnify the Promoter of any instances of Taxes on this Agreement, accruing in future.
- 16.6 The Purchaser shall not alter or subscribe to any alteration of the name of the Sanctioned Project under any circumstance whatsoever. The Promoters alone will be entitled to make any changes to the name of the Sanctioned Project.
- 16.7 At any time during the progress of works of the Purchaser's Apartment, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person(s) of the Promoter and shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.



16.8 The Purchaser shall bear his/her/its/their share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, or other fees payable to the Authorities, which costs may be incurred by the Promoter on the Project, the Sanctioned Project, or on a per Apartment basis. Where taxes cess, charges, levies, or other fees are payable on a Project wide basis, these shall be prorated based on the carpet area of the Purchaser's Apartment and shall be payable by the Purchaser within a period of 10 (ten) days of a demand being made by the Promoter in this behalf. In any event, registration of the Deed of Sale in favour of the Purchaser is subject to Purchaser making full payment of these amounts, without demur.

## 17. AMENITIES:

17.1 The Purchaser is fully aware that the Promoter will be providing a clubhouse, along with amenities therein; as well as a swimming pool and other amenities as stated in the Specifications (referred to as the "**Amenities**").

17.2 The Purchaser herein will be entitled to the use of the clubhouse on a payment of club membership and usage fees as prescribed by the Promoter. On handing over maintenance of the Amenities to the Association, responsibility for the management, usage, maintenance, and operation of the Amenities shall lie solely with the Association. Apart from any other rules and regulations that would be formulated by the Promoter, and subject to payment of notified membership fees, use of the Amenities shall be restricted to only those occupants of the Purchaser's Apartment, whose names and relationship to the primary occupant are submitted to the Association, as the case may be.

17.3 The Purchaser acknowledges and agrees that all purchasers of units in Purva Park Hill and the purchasers of units in Purva Highlands shall have equal rights to use all common areas, amenities, and facilities and shall abide by the rules and regulations laid down by the owners' association in this regard.

## 18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the purchase and sale of the Purchaser's Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

## 19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided

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**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

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in the Act.

## **20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Purchaser's Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser.

## **21. INTELLECTUAL PROPERTY RIGHTS:**

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights vest with the Promoter and is the sole and exclusive property of the Promoter. Promoter is entitled to use its logos, marks and other Intellectual Property Right in any manner of its choosing in the Project, without any limitation, objection, or interference from the Purchaser or any other Person.

## **22. BINDING EFFECT:**

Forwarding a draft of this Agreement to the Purchaser shall not bind the Promoter or Purchaser in any manner, way, or form, unless - firstly, the Purchaser executes this Agreement with all Annexures and Schedules, along with making payments as stipulated in the Payment Plan, within 30 (thirty) days of the Purchaser receiving this draft; and secondly, presents himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement at the office of the relevant Sub-Registrar on the date intimated by the Promoters. Promoter shall, in such an event, serve a written notice on the Purchaser requiring the Purchaser to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement within 30 (thirty) days from the date of the notice failing which the Allotment Letter shall stand cancelled and all sums paid by the Purchaser shall be refunded subject to deduction of cancellation fees equivalent to 10% of the total amount paid.

## **23. ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

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**24. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER OR SUBSEQUENT PURCHASERS:**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Purchaser's Apartment shall equally be applicable to and enforceable against and by any subsequent purchaser pursuant to the Assignment permitted under this Agreement.

**26. WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoters may, at its sole option and discretion, and without prejudice to any of its rights under this Agreement, waive any breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver shall not be construed to be a precedent or be binding on the Promoters to exercise such discretion on a repeated basis. Any waiver under this clause shall not be construed to be a waiver of the Promoters right to terminate this Agreement for any subsequent breach by the Purchaser of his/her/their/its duties and obligations under this Agreement.

**27. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers of the Sanctioned Project, the same shall be in proportion to the carpet area of each Purchasers of the Sanctioned Project.

**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

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**29. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**30. NOTICES:**

30.1. All notices to be served on any Party as contemplated by this Agreement shall be deemed to have been duly served at the respective addresses mentioned hereinabove if sent by Registered Post Acknowledgement Due ("R.P.A.D."), reputed courier service or by hand delivery or by fax, or by email to the designated address/phone number/email id (as the case may be) first mentioned.

30.2. A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery; or
- (b) if sent by courier or R.P.A.D., upon receiving written delivery confirmation; or
- (c) if sent by fax or email, upon receiving written confirmation of receipt from the Party upon whom such notice is served.

30.3 Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

**31. JOINT PURCHASERS:**

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

**32. GOVERNING LAW:**

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.

**FOR PURAVANKARA LIMITED**

\_\_\_\_\_  
Promoter

\_\_\_\_\_  
Purchaser(s)

**AUTHORISED SIGNATORY**

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the parties concerned may seek resolution of such issues as per the provisions of the Act, Rules and Regulations framed by the Karnataka Real Estate Regulatory Authority.

**34. COUNTERPARTS:**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

**SCHEDULE - A****Part A: Description of Larger Extent**

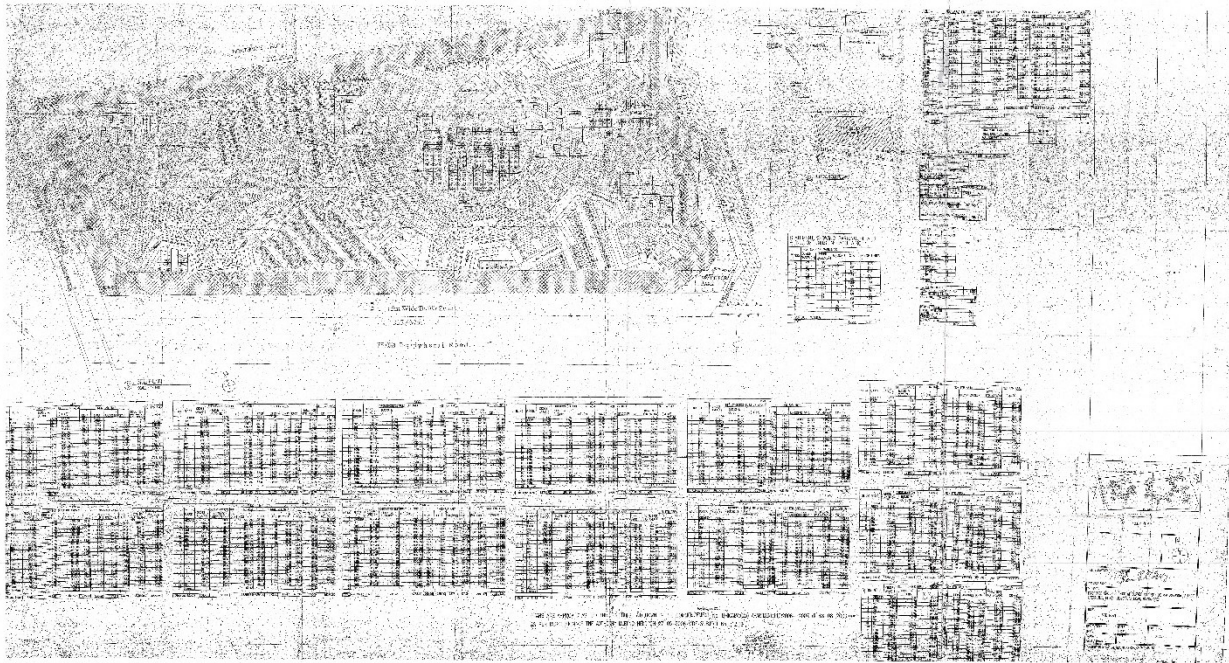
All that piece and parcel of residentially converted immovable property situated in Survey number 19(P) of Mallasandra Village, Uttarahalli Hobli, Bangalore South Taluk, presently under Kaggalipura Gram Panchayat having Katha No.150200300101500001, together measuring 17.325 acres (754677 Sq. Feet) (including the land left for the buffer zone of 63178.33 Sq. feet. at the southern boundary and the land to be provided for the road expansion at the western boundary of 12,207.45 Sq. feet.) and bounded on the:

EAST : Nala

WEST : Road

NORTH : Land in Survey No.18;

SOUTH : Buffer Zone between the Schedule 'A' Property and NICE Road. Peripheral Road and thereafter remaining portion of land in Sy. No. 19;

**Part B: Description of Project Land**

Portion of land measuring 1762 Sq.Mts (18966.168 Sq.Ft ) and located in the Larger Extent.

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Promoter

Purchaser(s)

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**SCHEDULE - B****Part A - Details of Purchaser's Apartment**

A **3BHK** Bedroom Apartment bearing No.**PH-C-2002** on **20th** floor in the **C** block / tower/ wing/ building of the Project "**Purva Park Hill**" to be constructed on the Schedule A property, having carpet area admeasuring approximately **97.62 Sq. Meters (1050.782 Sq. Feet)**, along with exclusive balcony measuring **14.92 Sq. Meters (160.599 Sq. Feet)** and having a super built up area of **162.23 Sq. Meters (1746.19 Sq. Feet)** which is inclusive of proportionate share in the common area, together with **ONE Covered** car parking space with an exclusive right to use **0.0 Sq. Meters (0.0 Sq. Feet)** of [garden / terrace].

**Part B - Proportionate Undivided share in Schedule A Property**

The **0.2%** approximately measuring **40.66 Sq.Meters (437.66 Sq. Feet)** of undivided share, right, title and interest in the Schedule A Property.

**FOR PURAVANKARA LIMITED**\_\_\_\_\_  
Promoter\_\_\_\_\_  
Purchaser(s)**AUTHORISED SIGNATORY**

Part C- Typical floor plan of Purchaser's Apartment

**FOR PURAVANKARA LIMITED**

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Promoter

**AUTHORISED SIGNATORY**

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Purchaser(s)



**SCHEDULE - C  
PAYMENT PLAN**

<b>SR NO.</b>	<b>PARTICULARS</b>	<b>MILESTONE</b>	<b>AMOUNT (RS.)</b>
---------------	--------------------	------------------	---------------------

<b>Purva Park Hill - Payment Plan for Wing B</b>			
<b>Sl. No.</b>	<b>Activity Name</b>	<b>Milestone %</b>	<b>Amount</b>
1	Booking Amount		
2	10 days from the date of booking (minus booking amount)	9.50%	
3	Execution and Registration of Agreement for sale (no later than 30 days from Allotment)	10.50%	
4	On completion of 6th Floor Slab of the tower in which purchaser's apartment is located	20%	
5	On completion of 9th Floor Slab of the tower in which purchaser's apartment is located	10%	
6	On completion of 12th Floor Slab of the tower in which purchaser's apartment is located	10%	
7	On completion of 15th Floor Slab of the tower in which purchaser's apartment is located	10%	
8	On completion of 18th Floor Slab of the tower in which purchaser's apartment is located	5%	
9	On completion of Terrace of the tower in which purchaser's apartment is located	5%	
10	On completion of Flooring (Except Wooden Flooring) of the purchaser's apartment	5%	
11	On completion of Doors & Windows of the purchaser's apartment	5%	
12	On completion of CP & Sanitary Fittings of the purchaser's apartment	5%	
13	On Possession Intimation	5%	
	<b>Total</b>	<b>100%</b>	

**FOR PURAVANKARA LIMITED**

\_\_\_\_\_  
Promoter

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Purchaser(s)

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**ANNEXURE - 1****RERA PHASE REGISTRATION CERTIFICATE**

	<b>Real Estate Regulatory Authority Karnataka</b> ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ ಕರ್ನಾಟಕ
<b>FORM-C</b> [See sub-rule (1) of rule 6] <b>REGISTRATION CERTIFICATE OF PROJECT (COMPANY)</b>	
This registration is granted under section 5 of the Real Estate (Regulation & Development) Act, 2016 to the following project under project registration number <u>PRM/KA/RERA/1251/310/PR/220601/004947</u>	
Project Details: <u>PURVA PARK HILL (WING B), SURVEY NO 19 MALLASANDRA VILLAGE</u> <u>KANAKAPURA ROAD, BENGALURU SOUTH, BENGALURU URBAN</u>	
1. (Name of the Firm or society or company or competent authority) <u>PURAVANKARA LIMITED</u> having its registered office or principal place of business at <u>130/1</u> <u>ULSOOR ROAD, BENGALURU URBAN, KARNATAKA - 560042</u>	
2. This registration is granted subject to the following conditions, namely:- (i) The promoter shall enter into an agreement for sale with the allottees as provided in Real Estate (Regulation & Development) Act, 2016 and Karnataka Real Estate (Regulation & Development) Rules, 2017; (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17 of Real Estate (Regulation & Development) Act, 2016; (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4 of the the Real Estate (Regulation & Development) Act, 2016; (iv) The registration shall be valid from <u>01-06-2022</u> and ending with <u>31-12-2027</u> unless renewed by the Real Estate Regulatory Authority in accordance with section 6 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 7 of Karnataka Real Estate (Regulation & Development) Rules, 2017. This certificate is valid till the ending date mentioned above; (v) The promoter shall comply with the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Karnataka Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder; (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.	
3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Real Estate (Regulation & Development) Act, 2016 and the Karnataka Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder.	
Signature Not Verified Digitally signed by HANUMANALI CHAMIAH KISHORE CHANDRA Date: 2022.06.01 15:11:58 IST Location: Bengaluru	 *Please scan the QR code to validate the authenticity of the certificate.
Digitally Signed By Kishore Chandra H.C. IPS(Retd.) Chairman, Karnataka Real Estate Regulatory Authority Project Approval Date: 01-06-2022	

**FOR PURAVANKARA LIMITED**

Promoter

Purchaser(s)

**AUTHORISED SIGNATORY**


## ANNEXURE -2



## KHATA

**ಕರ್ನಾಟಕ ಸರ್ಕಾರ**  
**ಗ್ರಾಮೀಣ ಅಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆ**  
ನಮೂನೆ - 9  
(ನಿಯಮ 28(1))

P 1284561361  
Panchayati Raj

ಶಬ್ದ : ಬೆಂಗಳೂರು      ಬ್ಲಾಕ್ : ಬೆಂಗಳೂರು ದಕ್ಷಿಣ      ಗ್ರಾಮ ಪಂಚಾಯತಿ : ಕಿಗ್ಗೇವಳ್ಳಿ      ಗ್ರಾಮ : ಮಲ್ಲಸಂದ್ರ      ಪ್ರಮಾಣಪತ್ರದ ಸಂಖ್ಯೆ : 137348

ಸ್ಥಳದ ಸಂಖ್ಯೆ	ಸದರಿ ಸ್ಥಳದ ಸಂಖ್ಯೆ (ಗ್ರಾ.ಪಂ.ರಾಜ್ಯಗಳ ಪ್ರಕಾರ)	ಸ್ಥಳದ ಬಳಕೆ	ಸ್ಥಳದ ವಿಸ್ತಾರ	ವಿಸ್ತೀರ್ಣ (ಚ.ಮೀ.ಸಲ್ಲಿ) ನಿರ್ದೇಶನ ಕ್ರಮ	ಅಳತೆ (ಮೀಟರ್ ಸಲ್ಲಿ) ಭೂಮಿ - ಚ.ಮೀ ಲಾಂಚ್-ದಕ್ಷಿಣ	ಕ್ರಮದ ಮೇಲ್ಕಾಣೆ ತರತ
150200300101500001	375/19	ಸರ್ವಾಯ್ವಿಧಿ ಇಲಾಖೆಯ ಸತ್ತಮ ಪ್ರಾಧಿಕಾರ / ನಗರ ಮತ್ತು ಗ್ರಾಮೀಣ ಮೇಲಾಭಾ ಇಲಾಖೆಯ ಅನುಮೋದಿತ ಲಾಂಚ್ ನಿರ್ದೇಶನ	ನಿರ್ದೇಶನ	70111.78	372.37      179.67	
ಚಿಕ್ಕಬುರಿ - ಲಾಂಚ್		ಚಿಕ್ಕಬುರಿ - ಭೂಮಿ		ಚಿಕ್ಕಬುರಿ - ಚಿಕ್ಕಬುರಿ	ಚಿಕ್ಕಬುರಿ - ದಕ್ಷಿಣ	ಗ್ರಾಮ ಪಂಚಾಯತಿ ನಿರ್ದೇಶನ ಸಂಖ್ಯೆ ಮತ್ತು ದಿನಾಂಕ
SY NO 18 MALLASANDRA VILLAGE		GOVT NALA		UTTRAHALLI MANAVARTHE KAVAL BORDER AND ROAD	220 FEET PERIPHERAL ROAD	6 - 28/10/2014
ಸರ್ವೆ ಸಂಖ್ಯೆ	ಸ್ಥಳದ ತರತ ಮತ್ತು ವಿಸ್ತೀರ್ಣ(ಚ.ಮೀ.ಸಲ್ಲಿ)	ಸ್ಥಳದ ಸ್ವಾಧೀನತೆ ರೀತಿ	ಸ್ವಾಧೀನತೆಗೆ ಭೂಮಿ ದಾಖಲೆಗಳು		ಸ್ಥಳದ ಲಾಂಚ್	ಒಟ್ಟು ಲಾಂಚ್
19/11	ಅರ್ಜಿ ಸಂಖ್ಯೆ	ಅರ್ಜಿ ರೀತಿ	ಬೆಂಗಳೂರು ನಗರ ಅರ್ಜಿ ALN (SR)SR 372/1995-97 28/04/2001.ಬೆಂಗಳೂರು ನಗರ ಅರ್ಜಿ ALN (DU)SR 4/2005-06 04/07/2006.ಬೆಂಗಳೂರು ನಗರ BDS/ALNSR (S)682/2004-05 01/03/2005.Buiding Plan approved by LPA/UDAMPKADSH BM/CAPA/23/BUILDING PLAN/110/2005 -07 18/08/2006.Floor Plan BM/CAPA/23/BUILDING PLAN/110/2006-07 18/08/2006		Not Assesed	
ಮಾಲೀಕರ ನಂಬರ್	ಮಾಲೀಕರ ಹೆಸರು	ತರತ / ಕಾಯಿದೆ / ಗಡ / ಪಂಚಾಯತಿ ಹೆಸರು	ವಿಳಾಸ		ಮಾಲೀಕರ ಗುರುತಿನ ದಾಖಲೆ	ಮಾಲೀಕರ ಲಾಂಚ್
1	PURAVANKARA PROJECTS LTD RPT BY DEPUTY MANAGING DIRECTOR NANI R CHOKSEY	S/o RUSI	NO 130 1 ULSOOR ROAD, BANGALORE-560042		ಭಾವಿಪ್ರತಿಮೆ ಮತದಾರರ ಗುರುತಿನ ಚಿತ್ರZB64174231	
ವಿಳಾಸದ ದಿನಾಂಕ	ಪ್ರಮಾಣ ಪತ್ರದ ದಿನಾಂಕ	ರೇಷಿಡೆನ್ಸಿ ನಂ	ವಿಳಾಸದ ದಿನಾಂಕ	ವಿಳಾಸದ ಸ್ಥಳ		
01/12/2014	28/08	281858	08/01/2020/3001	ಗ್ರಾಮ ಪಂಚಾಯತಿ ಕಛೇರಿ, ಕಿಗ್ಗೇವಳ್ಳಿ		

   
ಪಂಚಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಯ ವಿಜ್ಞಾನ ಸಹಿ

Page 1 of 1

FOR PURAVANKARA LIMITED

Promoter

Purchaser(s)

AUTHORISED SIGNATORY

**ಕರ್ನಾಟಕ ನಗರಾಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆ**  
**ಗ್ರಾಮೀಣ ಅಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆ**  
 ನಮೂನೆ - 11  
 (ನಿಮಿಷ 30)

P.1284561362  
**Panchayati Raj**

ಶಿಲ್ಪ : ಬಂಗಲೂರು      ಭಾಷೆ : ಬಂಗಲೂರು ದಕ್ಷಿಣ      ಗ್ರಾಮ ಪಂಚಾಯತ್ : ಕಗ್ಗರಿಪುರ      ಗ್ರಾಮ : ಮಲ್ಲಾಪುರ      ಪ್ರಮಾಣಪತ್ರದ ಸಂಖ್ಯೆ : 787353

ಪ್ರಕ್ರಮ ಸಂಖ್ಯೆ	ಸರಕಾರಿ ಪ್ರಕ್ರಮ ಸಂಖ್ಯೆ (ಗ್ರಾಮ ಪಂಚಾಯತ್/ಗ್ರಾಮ ಪಂಚಾಯತ್)	ಪ್ರಕ್ರಮ ವಿವರಣೆ	ಪ್ರಕ್ರಮ ಪ್ರಕಾರ	ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ನಿರ್ದೇಶನ	ಕೆ.ಎ.ಎ.ಎ.ಎ.
150200300101500001	375/19	ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆಯ ಸ್ಥಳೀಯ ಪ್ರಾಧಿಕಾರ / ಸರ್ಕಾರಿ ಮತ್ತು ಗ್ರಾಮೀಣರ ಯೋಜನಾ ಇಲಾಖೆಯ ಅಧಿಕಾರದಡಿ ಉಪಾಧಿಕಾರಿ ನಿರ್ದೇಶನ	ನಿರ್ದೇಶನ	70111.78		
ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)
ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಕ್ರಮದ ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)
1	PURAVANKARA PROJECTS LTD RPT BY DEPUTY MANAGING DIRECTOR NANI R CHOKSEY	ಸಿಂ ರುಸ್ತಿ	NO 130 TILSLOOR ROAD BANGALORE 560042	ಪ್ರಾಚಾರ್ಯರ ಮಹಾಶಯರ ಗುರುತಿನ ಚೀಲ 2804174231		
ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ಪ್ರಮಾಣ ಪತ್ರದ ದಿನಾಂಕ	ರಜಿಸ್ಟ್ರೇಷನ್ ನಂ	ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)	ವಿವರಣೆ ಮತ್ತು ವಿವರಣೆ (ಕೆ.ಎ.ಎ.ಎ.ಎ.)
01/12/2014	08.30	281888	prc_1502003001	ಗ್ರಾಮ ಪಂಚಾಯತ್ ಕಛೇರಿ, ಕಗ್ಗರಿಪುರ		

ಪಂಚಾಯತ್ ಅಧ್ಯಕ್ಷರ ಅಧಿಕಾರವಿರುವ ಕೆಲಸದ ಸಹಿ

Page 1 of 1

FOR PURAVANKARA LIMITED

Promoter

Purchaser(s)

AUTHORISED SIGNATORY



**ANNEXURE - 3****WARRANTY EXCEPTIONS**

Promoter shall not be liable to repair or replace the following items, which are not covered under the Promoters defect remediation liability stated in Clause 12 of this Agreement. Where applicable and provided a manufacturer, vendor, and/or supplier has offered warranty terms, the Promoter shall pass-on such warranty on the same terms and subject to the same conditions offered by such manufacturer, vendor, and/or supplier.

Items excluded from warranty and defect liability are:

- (a) Doors – including shutters, frames and Architraves – are provided considering normal wear and tear. No guarantees on abuse. Polishing and laminates are also not covered.
- (b) Hardware for doors - such as handles, hinges, tower bolts, magnetic eye, door stoppers, screws, anchors, foam filling, adhesives and locks.
- (c) UPVC windows – sections – complete with architraves, hardware, insect mesh, components of UPVC windows such as rollers and glass.
- (d) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.
- (e) All Electrical switches/ sockets including cover plates – not arising out of manufacturing.
- (f) Equipment's used in the Clubhouse (pool tables, gym equipment, pumps, light fixtures, pool equipment's) – with limited warranty as covered by the manufacturer.
- (g) Railings – in glass, stainless steel against breakage and rusting.
- (h) Limited warranty as available from the manufacturer is only covered for Equipment's used for lifts, water supply, solar water heaters, light posts, lightening arrestors, earth pits, AC units, pumps, panels, switch gear, diesel generators, PA system, Intercom – equipment and EPABX, Transformers, CCTV and allied works.

**FOR PURAVANKARA LIMITED**

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Promoter

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Purchaser(s)

**AUTHORISED SIGNATORY**

## ANNEXURE - 4

### SPECIFICATIONS

PURAVANKARA LIMITED

RESIDENTIAL BUILDING SPECIFICATIONS - PURVA PARK HILL - Sep 2022 - R1

PURAVANKARA®

#### 1. STRUCTURE

- 1.1 RCC Structure in Seismic zone compliant - (As per NBC).
- 1.2 Parking - 2 Basements + Surface parking, as per design.
- 1.3 Typical floors to have apartments.
- 1.4 Staircases & lifts in each block connected to various levels as per design.

#### 2. FLOORING

##### A: Common areas:

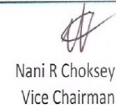
##### 1. Lobby:

- 1.1 Entrance Lobbies - Ground level & Corridors leading to the Lifts & Staircase : Vitrified/Granite as per Architect design intent.
- 1.2 Lower & Upper Basement lift Lobby : Vitrified/Granite as per Architects design intent.
- 1.3 Typical floor lift lobby & Corridors : Vitrified Tiles.

  
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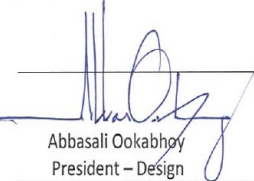
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**2. Staircase:**

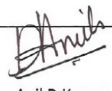
- |     |  |   |                                    |
|-----|--|---|------------------------------------|
| 2.1 | Parking level (lower basement, upper basement to Ground floor lobby                      | : | Concrete tiles including skirting. |
| 2.2 | From Entrance lobby to mid landing between Ground & first floor, Ground & Upper basement | : | Granite slabs including skirting.  |
| 2.3 | From mid landing between ground & first Floor to terrace                                 | : | Concrete tiles including skirting. |

**B. Residential unit (Typical) :**

- |    |  |   |                            |
|----|--|---|----------------------------|
| 1) | Living, Dining, Foyer, passage to bedrooms | : | Vitrified tiles.           |
| 2) | Master bedroom                             | : | Laminated wooden flooring  |
| 3) | Other Bedrooms                             | : | Vitrified tiles.           |
| 4) | Kitchen                                    | : | Vitrified tiles.           |
| 5) | Balcony/sit outs/deck                      | : | Anti-skid vitrified tiles. |
| 6) | Utility                                    | : | Anti-skid ceramic tiles.   |
| 7) | Toilets                                    | : | Anti-skid ceramic tiles.   |




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**PURAVANKARA®****3. WALLS****A: Common areas:**

- a. Entrance lobby(Ground & basements)
  - i. Lift architrave/ Cladding : Granite/Vitrified tiles as per Architects design.
  - ii. All other walls of Lobby wall : Texture paint.
- b. Typical floor lobby
  - i. Lift architrave/Cladding : Granite / Vitrified tiles as per Architects design.
  - ii. All other walls of Lobby wall : Texture paint.

**B: Residential Unit (Typical):**

- 1) Internal walls : Plastered, painted with acrylic emulsion.
- 2) Kitchen : 2 Ft height rough surface-above the level of cooking platform as per Architects design. (Dado, sink, faucet & cooking platform are not provided to enable the customer to install modular kitchen of their choice).
- 3) All Toilets : Ceramic tiles up to 100mm above lintel, as per architects design intent.




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- 4) Balcony /deck/Sitout : External grade weather-proof Paint/texture paint.
- 5) Utility : Skirting with ceramic tiles of 75mm height.

**C: Building Exterior :**

1. Exterior Fascia of building : Finished with Textured Paint.

**4. CEILINGS****A: Common areas:**

- 1) Entrance lobby : Gypsum Board false ceiling(above the false ceiling- with White wash).  
/Basement lobby/typical floor lobby


**B: Residential Unit (Typical):**

- 1) All Internal Ceilings : Putty painted with acrylic emulsion.
- 2) Balcony/Sitout/deck : Putty painted with Acrylic exterior emulsion.

  
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**5. RAILINGS :****A: Common areas:**

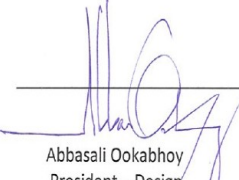
- 1) Staircase : M.S. Railings as per Architect's design.

**B: Residential Unit (Typical):**

- 1) Balcony/sitout/deck/Corridor : M.S. railings as per Architect's design.  
 2) First floor lobby : Laminated glass railing on inside for safety with SS top guard as per Architect's design.

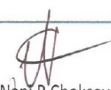
**6. DOORS**

- 6.1. Main door : FRAME – Engineered/solid wood/Olefin finish frame with architrave.  
 SHUTTER – Engineered/solid shutter with veneer/Olefin with required hardware & biometric digital lock.  
 6.2. Bed Room Doors : FRAME – Engineered/solid wood/Olefin finish frame with architrave  
 SHUTTER – Engineered/solid shutter with laminate/Olefin finish on both sides with required hardware.  
 6.3. Toilet Doors : FRAME – Engineered/solid wood/Olefin finish with architrave.  
 SHUTTER – Engineered/solid shutter with laminate/Olefin on both sides with required hardware.

  
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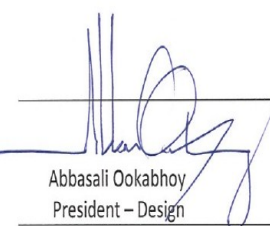
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- 6.4. Living/Dining to balcony/sitout : 2.5 track Glazed, UPVC/Aluminium frames with Sliding shutters with track provision for Insect Mesh (insect mesh in Customer's scope).
- 6.5. Basement /lobby entrance door : Glazed door with patch fittings.
- 6.6. Staircase doors : Fire rated doors/as per requirements of NOC.

**7. WINDOWS & VENTILATORS**

- 7.1. Windows : Glazed, 2.5 track UPVC frames with Sliding shutters with track provision for Insect Mesh (insect mesh in Customer's scope) as per Architects design.
- 7.1.1. Ventilators : Glazed, UPVC/Aluminium frames with fixed shutter/ louvers with provision for exhaust fan.




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**8. PLUMBING / SANITARY FITTINGS (Typical units)****A. MASTER BED ROOM TOILET****Sanitary ware:**

- EWC : White coloured wall Mounted EWC with seat cover.
- WASH BASIN : White coloured washbasin with granite counter.

**Fittings:**


- SHOWER : Rain shower.
- FITTING : Health Faucet, Flush valve, basin mixer, Angular stop cock as required, single lever diverter & spout.

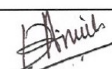
**B. ALL OTHER TOILETS****Sanitary ware:**

- EWC : White coloured wall Mounted EWC with seat cover.
- WASH BASIN : White coloured wall mounted washbasin.


**Fitting:**

- SHOWER : Overhead shower.
- FITTINGS : Health Faucet, Flush valve, Pillar cock, Angular stopcock as required, single lever diverter & spout.

  
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**PURAVANKARA®****C. KITCHEN**

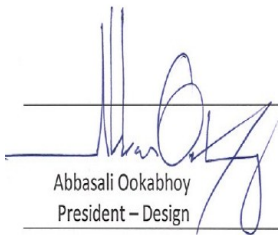
- KITCHEN : Dado, sink, faucet & cooking platform are not provided to enable the customer to install modular kitchen & corresponding fixtures & finishes of their choice. Only plumbing & electrical points will be provided.
- FLOOR TRAP : Floor trap with cockroach trap.
- FITTINGS : Angular stop cock Provision for Sink mixer ,instant geyser & water purifier as required.

**D. UTILITY**

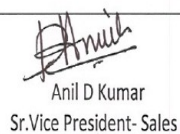
- FLOOR TRAP : Floor trap with cockroach trap.
- Two way angular stop cock : Two way angular stop cock.

**E. OTHER PROVISIONS**

- Geyser : Provision of concealed electrical/plumbing lines for geyser in all toilets & Kitchen



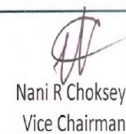
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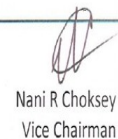
**8. ELECTRICAL WORKS**

- 8.1. General Electrical works : ISI certified cables, FRLS wiring through PVC Conduits concealed in Walls & ceilings with Modular switches, Light points, Fan Points, Exhaust points, Power points, Geyser points, TV points, Telephone points, Data Points at various locations as per design, AC power points in living/dining, Master bedrooms & Other Bedroom.
- 8.2. DG – power back up : 100% back up for common area Lighting, pumps, Lifts & fire Services, Based on Standard Diversity factors.  
2BHK – 2000W  
3BHK – 3000W
- 8.3 Home automation features : Provision for home automation features in living/dining/master bedroom to all Apartments

  
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**9. ELEVATORS**

Elevators

: Elevators with AUTOMATIC RESCUE DEVICE (ARD) with emergency call Facility to Security.

**10. OTHER SERVICES / INFRASTRUCTURE**

10.1.1. Services

: STP, WTP &amp; OWC as per design requirements.

10.1.2. Intercom point (with instrument)

: At main door in foyer/Living/Dining of each apartment connected to Security Personnel.

10.1.3. CCTV

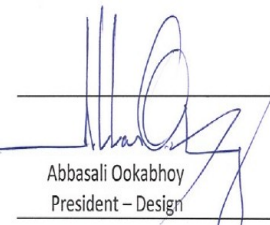
: At campus entry/exit points and also along the periphery as per Design.

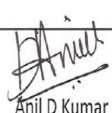
10.1.4. Provision for Wi-Fi

: Optical fibre cabling (FTTH).


10.1.5. Data points

: Data points in all living &amp; bedrooms.

  
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## AMENITIES IN THE PROJECT

## CLUB HOUSE 01 in K wing

1. Reception/ Lounge area
2. Swimming Pool change Rooms cum Toilets - Ladies and Gents
3. Steam/ Sauna/ Massage Room for Ladies and Gents
4. Gymnasium cum Yoga/Aerobics

## CLUB HOUSE 02 in E wing

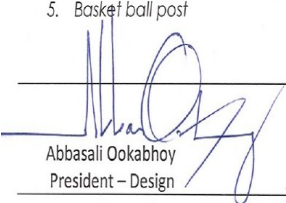
6. Reception cum waiting area
7. Med Plus Pharmacy
8. Apollo Clinic
9. Unisex Salon
10. Multi-Purpose Hall/ Party Hall with Cloud Kitchen
11. Supermarket with Storage space
12. Ladies and Gents Toilet
13. Billiards Room
14. Indoor Games Zone/ Cards Room
15. Library
16. Squash Court

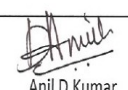
## External Amenities which are completed in the project - Phase 01


1. Swimming pool/Kids pool
2. Jogging track (Phase 01)
3. Tennis court
4. Children play area 01
5. Basket ball post

## External Amenities which are yet to be completed in the project - Phase 02

6. Party Hall with tensile roof
7. Amphitheatre
8. Badminton court
9. Kids play area
10. Cloak tower
11. WFH space
12. Sr.Citizen court
13. Table tennis
14. Skating rink
15. Cross fit
16. Putting golf
17. Pets Activity zone
18. Climbing wall
19. Yoga court
20. Archery
21. Cricket Pitch
22. Multipurpose court
23. Beach volley ball
24. Tree house
25. Zumba Deck
26. Jogging Track(Phase 02)

  
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**DISCLAIMER IN SPECIFICATIONS**

1. Amenities/specifications pertaining to balcony/terrace and/or utility including but not limited to flooring, fixtures, MS/SS railings, block work, etc. are applicable exclusively to apartments with balcony/terrace and/or utility. Apartments/units not designed with a specific utility area are not equipped with any amenities related to utility. Apartments/Units not designed with balcony/terrace will not have any amenities/specifications related to balcony/terrace.
2. The developer shall only provide electrical points. The actual electrical fixtures/fitting inside the apartments including but not limited to wall/ceiling light, geyser, water purifier, chimney, exhaust fans, washing machines, buzzer/door bell, fans shall be the responsibility of the buyer.
3. In the event, any document mentions a specific brand to be offered against any given specification and in the event such manufacturer of that specific brand (i) ceases production/manufacture of these brands; or (ii) ceases its business operations as a consequence of which the relevant products aren't available; or (iii) inordinately delays the supply of products/materials which, in the opinion of the promoter, may delay completion of the project; or (iv) causes quality changes which in the opinion of the promoter does not suit its quality metrics; or (v) increases the purchase cost of its products/materials by 10% or more which, in the opinion of the promoter, may delay completion, then the promoter shall procure and install products of any one or more of the brands as per promoters choice, which shall be a brand with equivalent features
4. In the event of any contradictions/conflicts between the Agreement for Sale and this specifications document, the provisions of the Agreement for Sale shall prevail and be final and binding.
5. The specifications enclosed here are to be read along with the relevant unit / apartment plan.

**FOR PURAVANKARA LIMITED**\_\_\_\_\_  
Promoter\_\_\_\_\_  
Purchaser(s)**AUTHORISED SIGNATORY**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

**SIGNED AND DELIVERED** by \_\_\_\_\_ ) **FOR PURAVANKARA LIMITED**

Puravankara Limited ("**Promoter**") \_\_\_\_\_ )

Through its Authorized Signatory - \_\_\_\_\_ )

**V H S Sastry / Ms. Nitu Jain**

**AUTHORISED SIGNATORY**

**SIGNED** by \_\_\_\_\_ )

Purchaser(s) \_\_\_\_\_ )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

In the presence of the following witnesses:

1.		Name:
		Address:

2.		Name:
		Address

<b>Keycount</b>	<b>60</b>
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